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KNOW ALL MEN BY THESE PRESENTS: That Wm. T. Burton, husband of Ethel Lewis, a resident of Calcasieu Parish, Louisiana, hereinafter called transferor, for and in consideration of Fifty-five Hundred (\$5,500.00) Dollars, cash in hand paid by The Texas Company, a corporation of the State of Delaware, does hereby sell, transfer and assign unto said The Texas Company, hereinafter called transferee, the following described oil, gas and mineral lease:

That certain lease bearing date February 18, 1936, and State Land Office No. 541, executed by the State of Louisiana in favor of W. T. Burton, covering and bearing upon the following described lands and water bottoms situated in the Parishes of Terrebonne and St. Mary, State of Louisiana, to-wit:

"All the property now or formerly constituting the beds and other bottoms of rivers, creeks, streams, bayous, lagoons, lakes, bays, coves, sounds and inlets and other water bodies, and also all islands and other lands belonging to the State of Louisiana and not under lease from the State on the date of application, namely, January 22, 1936, and being situated or included within the following described boundaries, to-wit: Beginning at the northwest corner of Township 16 South, Range 12 East, Southwestern Land District of Louisiana; thence run South on the West line of the said Township 16 South, Range 12 East, to its southwest corner; thence run East on South line of said Township 16 South, Range 12 East, to the West bank of Bateman Lake or Sweet Bay Lake; thence continue East on a straight line which will be a projection of the South line of Township 16 South, Range 12 East, Southwestern Land District, to the East line of Township 17 South, Range 12 East, Southeastern Land District; thence North on the East line of Township 17 South, Range 12 East, and Township 16 South, Range 12 East, Southeastern Land District, to a point on said line which is due East of the northwest corner of Township 16 South, Range 12 East, Southwestern Land District; thence West to the place of beginning, lying in St. Mary and Terrebonne Parishes, Louisiana, and including in particular all or parts of Herwick Bay, Bateman Lake, Sweet Bay Lake, Bayou Chaffer, Big Tax Bayou, Little Tax Bayou, Bayou Boeur, Atchafalaya River, Bayou Froque, Honey Bayou, Bayou Penchant; this particularization, however, not being or intended to be all-inclusive."

1. As a further and additional consideration of the transfer and assignment of said lease herein transferred, the transferee agrees that if and in event it shall discover and produce oil, gas and/or other minerals from said leased premises and water bottoms, it will in that event pay and deliver to transferor an undivided one-twenty-fourth (1/24) of all of such oil, gas and/or other minerals produced and saved therefrom, as an overriding royalty, over and above the royalty to be paid to lessor in said lease, and which said overriding one-twenty-fourth (1/24) royalty shall be paid or delivered to said transferor in the same manner as the royalty provided in said lease is paid to the lessor; it being distinctly understood, however, that no obligation is imposed on transferee to develop said leased premises nor to drill any well or wells thereon, save at its own option and election, it being understood that said overriding royalty on oil and/or gas shall be computed on the net quantity thereof produced and saved, after deducting any that may be used for operations on said leased premises.

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2. Transferee shall pay or tender to transferor, or to the credit of transferor in the Calcasieu - Marine National Bank at Lake Charles, Louisiana, or its successor (which bank and/or successor bank is transferor's agent), all sums contemplated herein to be paid to transferor by transferee, including all royalty payments, and all such payments or tenders may be made by the check or draft of transferee mailed or delivered to said bank or transferor on or before such date of payment.

3. It is warranted by transferor that he has a good title to said lease, that the same is at this date a valid and subsisting lease, and that the recited consideration in said lease has been actually paid.

4. Transferee has the right at any time, at its election, to surrender or abandon said lease in whole or in part, without liability of any kind whatsoever, and it is agreed that in the event transferee elects to abandon or surrender said lease, or any part thereof, instead of surrendering the same back to lessor it will reassign back to transferor said lease or such part thereof as is intended to be surrendered or abandoned, under the following conditions:

Transferee agrees to give transferor not less than thirty (30) days written notice of its intention to so abandon said lease or any part thereof prior to the next ensuing rental paying date or date upon which drilling is required under the terms of said lease. Transferor shall then notify transferee in writing, within twenty (20) days of the receipt of such notice, of his intention to accept or reject such reassignment, and failing so to do, transferee may immediately, without liability hereunder, release said lease or any part thereof to the lessor, it being distinctly understood that in event of such surrender or abandonment to lessor or to transferor, transferee shall thereupon be relieved and released from any and all further obligations to the lessor and to transferor hereunder. In the event transferor elects to accept such reassignment transferee will, upon such notification, promptly furnish transferor a recordable instrument of reassignment, transferor to obtain the official approval of such reassignment, it being agreed and understood, however, that transferee shall have a reasonable time thereafter for the removal from said lease or reassigned part thereof any and all of its movable property placed thereon by it under the terms of said lease.

5. In no event shall transferee be obligated against its wish or option to drill or otherwise carry on operations under said lease, save and except the obligation to drill as contained in said lease.

IN WITNESS WHEREOF, this instrument is executed in triplicate originals on this 27 day of February, 1936.

Witnesses:

A. P. White
Udell Caswell
J. D. Johnson
G. T. Alexander

Wm. T. Burton
Transferor
THE TEXAS COMPANY
By R. C. Stewart
Transferee.

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Baton Rouge, Louisiana,

Masch
February 9th, 1936.

I hereby approve the foregoing instrument, with the distinct understanding and agreement that the transferee shall be bound and obligated to carry out all the terms and conditions of the original lease from the State of Louisiana to F. T. Burton dated February 18, 1936, and bearing No. 341 in the office of the Register of the State Land Office, in so far as it concerns the property described in and covered by said instrument.

Furthermore, the violation of or the failure to comply with the terms of the original lease prior hereto by the original lessee or prior assignees shall not be cured by the consent by the State to this instrument.

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APPROVED:

James A. Moë
GOVERNOR,
of the State of Louisiana

Witnesses:

A. P. White
Ollie E. Heck

Terrebonne Ph - CO B 108 Entry #20680 Page 302
St Mary Ph - #60216 Cons Book 5F Page 428

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This supplemental and collateral agreement made and entered into this day by and between Wm. T. Burton, a resident of Calcasieu Parish, Louisiana, hereinafter designated as First Party, and The Texas Company, a corporation of the State of Delaware, hereinafter designated as Second Party.

WITNESSETH:

1. That by instrument of assignment dated the 27th day of February, 1936, first party has sold, transferred and assigned to second party that certain oil, gas and mineral lease, designated as State lease No. 841 of the records of the State Land Office of the State of Louisiana, bearing date February 18, 1936, executed by the State of Louisiana by its Governor, Honorable James A. McCreary, acting under and pursuant to authority of Act No. 30 of the extraordinary session of the General Assembly of the State of Louisiana for the year 1915, as amended by Act No. 315 of the Acts of the Louisiana Legislature for the year 1936, unto and in favor of said W. T. Burton, first party herein, which said lease covers and bears upon the following described property, to-wit:

"All the property now or formerly constituting the beds and other bottoms of rivers, creeks, streams, bayous, lagoons, lakes, bays, coves, sounds and inlets and other water bodies, and also all islands and other lands belonging to the State of Louisiana and not under lease from the State on the date of application, namely, January 22, 1936, and being situated or included within the following described boundaries, to-wit: Beginning at the northwest corner of Township 16 South, Range 12 East, Southwestern Land District of Louisiana; thence run South on the West line of the said Township 16 South, Range 12 East, to its southwest corner; thence run East on South line of said Township 16 South, Range 12 East, to the West bank of Bateman Lake or Sweet Bay Lake; thence continue East on a straight line which will be a projection of the South line of Township 16 South, Range 12 East, Southwestern Land District, to the East line of Township 17 South, Range 12 East, Southeastern Land District; thence North on the East line of Township 17 South, Range 12 East, and Township 16 South, Range 12 East, Southeastern Land District, to a point on said line which is due East of the northwest corner of Township 16 South, Range 12 East, Southwestern Land District; thence West to the place of beginning, lying in St. Mary and Terrebonne Parishes, Louisiana, and including in particular all or parts of Berwick Bay, Bateman Lake, Sweet Bay Lake, Bayou Shaffer, Big Wax Bayou, Little Wax Bayou, Bayou Boeuf, Atchafalaya River, Bayou Progre, Honey Bayou, Bayou Penchant; this particularization, however, not being or intended to be all-inclusive."

2. That the warranty clause of said instrument of assignment provides as follows:

"It is warranted by transferor that he has a good title to said lease, that the same is at this date a valid and subsisting lease, and that the recited consideration in said lease has been actually paid."

3. That notwithstanding said warranty clause, it is and was the intention of the parties that said lease should be so assigned without warranty on the part of said Wm. T. Burton, even as to the restitution of the purchase price, or any royalties paid to him under the terms of said assignment.

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4. That in lieu of said warranty clause hereinbefore quoted, the agreement between the parties to said assignment and to this collateral agreement, concerning the warranty on the part of said Wm. T. Burton, is and shall read in words and figures as follows:

Transferor guarantees that the recited consideration in said lease has been actually paid by the lessee to the lessor and that said lease has not been by said lessee transferred or assigned, in whole or in part; but it is distinctly understood and agreed that this assignment is made without any other warranty whatever and that in the event of eviction of the transferee, its successors or assigns, the transferor shall not be liable to the transferee, its successors or assigns, for any sum whatever, not even for the restitution of the consideration of this assignment, or for any bonuses or royalties which might have been paid by transferee hereunder, the consideration being paid to transferor being less by reason of such stipulation against warranty.

5. It is agreed that in event second party shall assign said lease or any part thereof and such assignee or assignees should be evicted because of the failure of title to said lease, second party agrees to pay such evicted party such damages as said party may recover against first party because of the failure of the title to said lease.

IN WITNESS WHEREOF, this collateral agreement is executed in duplicate originals this 28th day of February, 1936.

Witnesses:

L. Crahan

L. H. Maxwell

Wm. T. Burton

First Party

J. F. Alexander

B. Johnson

THE TEXAS COMPANY

By

J. C. Stewart

Second Party

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STATE OF **LOUISIANA**
PARISH OF **Caddo**

BE IT KNOWN, That on this 28th day of February, 1936, before me, the undersigned authority, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared **R. C. Stewart** **Division Manager** of **The Texas Company** to me well known, and known to be such. **R. C. Stewart** **Division Manager** of **The Texas Company** and executed the foregoing instrument, and thereupon the said **R. C. Stewart** **Division Manager** acknowledged that he had signed and executed the same as his act and deed, and as the act and deed of the said corporation, for the consideration, uses and purposes and on the terms and conditions therein mentioned and in his said capacity.

And the said **R. C. Stewart** **Division Manager** of **The Texas Company**, being by me first duly sworn, did depose and say that he is

and that he signed and executed said instrument in his said capacity, and under authority of the Board of Directors of said corporation.

Thus done and passed in the Parish of **Caddo**, State of **Louisiana**, on the day and date first hereinabove written, and in the presence of **J. D. Johnson** and **G. T. Alexander**, competent witnesses, who have hereunto subscribed their names as such, together with said authority and me, said authority, after due reading.

Witnesses:

J. D. Johnson
G. T. Alexander

R. C. Stewart
R. V. Ferguson

Notary Public in and for the Parish of **Caddo**, State of **Louisiana**

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STATE OF LOUISIANAPARISH OF East Baton Rouge

BE IT KNOWN, that on this 27 day of February, 1950, before me, the undersigned authority, and in the presence of A. P. White and Udell Casault, competent witnesses, personally came and appeared Wm. T. Burton, who acknowledged unto me, said authority, in the presence of said witnesses, that he is the identical person who signed and executed the foregoing instrument in writing; that the same is his own free and voluntary act and deed; that he executed the same for the purposes and on the conditions and terms therein expressed.

Thus done and passed in the Parish of East Baton Rouge, State of Louisiana on the day and date first above written, in the presence of the above named and undersigned witnesses, who have hereto subscribed their names, together with said appearer..... and me, said authority, after reading the whole.

Witnesses:

A. P. White
Udell Casault
Seal

Wm. T. Burton
Gladys D. Mc Guffey
 Notary Public in and for the Parish East Baton Rouge
 State of Louisiana

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STATE OF LOUISIANAPARISH OF Calcasieu

BE IT KNOWN, that on this 28th day of February, 1956, before me, the undersigned authority, and in the presence of L. Brown and L. H. Maxwell, competent witnesses, personally came and appeared Wm. T. Burton, who acknowledged unto me, said authority, in the presence of said witnesses, that he is the identical person who signed and executed the foregoing instrument in writing; that the same is his own free and voluntary act and deed; that he executed the same for the purposes and on the conditions and terms therein expressed.

Thus done and passed in the Parish of Calcasieu, State of Louisiana, on the day and date first above written, in the presence of the above named and undersigned witnesses, who have hereunto subscribed their names, together with said appearer..... and me, said authority, after reading the whole.

Witnesses:

L. Brown
L. H. Maxwell
Seal

Wm. T. Burton

Glenn Ouedman
 Notary Public in and for the Parish Calcasieu
 State of Louisiana

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STATE OF **LOUISIANA**

PARISH OF **Caddo**

BE IT KNOWN, That on this **29th** day of **February**, 193**6**, before me, the undersigned authority, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared **R. C. Stewart**

Division Manager of **The Texas Company**
to me well known, and known to be such **Division Manager**
of **The Texas Company**

R. C. Stewart, as such **Division Manager**, and executed the foregoing instrument, and thereupon the said

acknowledged that he had signed and executed the same as his act and deed, and as the act and deed of the said corporation, for the consideration, uses and purposes and on the terms and conditions therein mentioned and in his said capacity.

And the said **R. C. Stewart**, being by me first duly sworn, did depose and say that he is the **Division Manager** of **The Texas Company**

and that he signed and executed said instrument in his said capacity, and under authority of the Board of Directors of said corporation.

Thus done and passed in the **Parish** of **Caddo**, State of **Louisiana**, on the day and date first hereinabove written, and in the presence of **G. T. Alexander**

and **J. D. Johnson**, competent witnesses, who have hereunto subscribed their names as such, together with said appearer and me, said authority, after due reading.

Witnesses:
G. T. Alexander
J. D. Johnson

(Seal)

R. C. Stewart

A. H. Ferguson
Notary Public in and for the **Parish** of **Caddo**, State of **Louisiana**

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